

### **REMARKS**

Initially, Applicant appreciates the indication of allowable subject matter in claims 6, 7, and 23.

In the above referenced Office Action, several rejections were made under 35 USC 112, second paragraph. Applicant respectfully asserts that the above amendments have obviated these issues.

Claims 1 – 5, 8, 9, 11 – 14, 16 and 22 were rejected under 35 USC 102(b) as being anticipated by Ward. In order for a reference to anticipate a claim, that reference must show each and every element of the claim. As Ward fails to teach a protective sheet and a supporting section as claimed, the rejection is unsupportable and must be withdrawn.

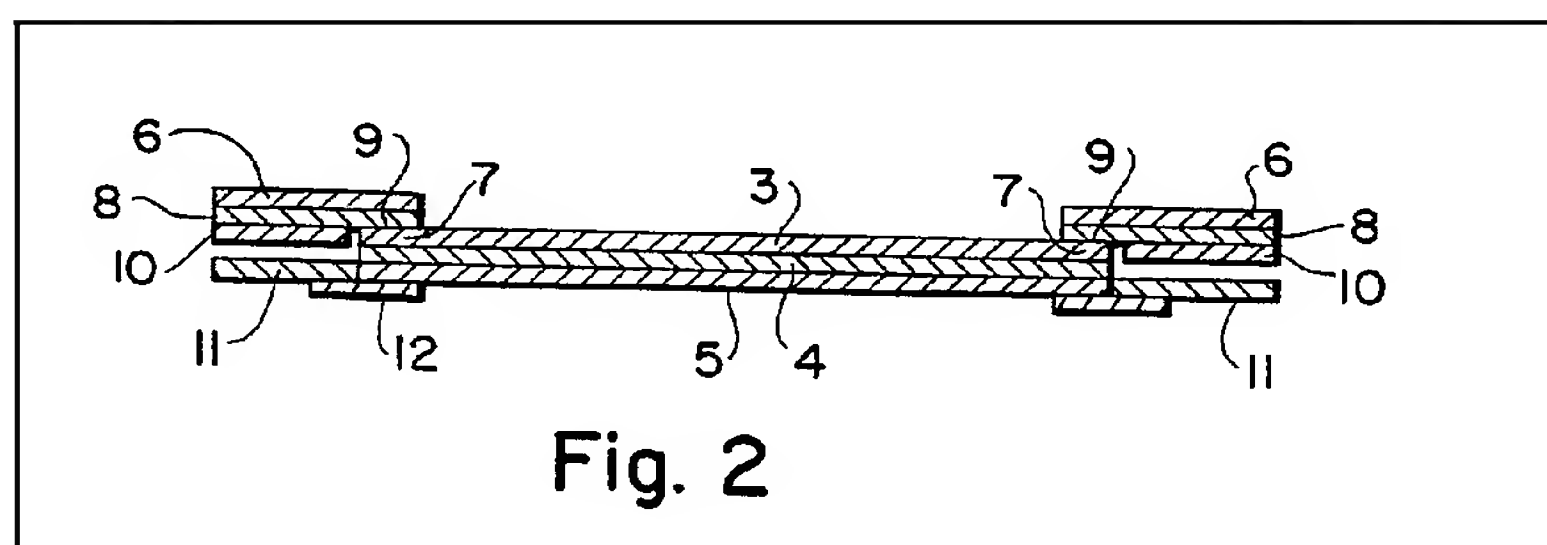
Claim 1 includes a dressing having an adhesive layer. The claim further includes a carrier system having two parts; namely a protective sheet and a supporting section.

The protective sheet “protects the adhering surface of the dressing sheet” as provided at page 4 line 6 of the present specification. The protective sheet and the supporting section are claimed as being coplanar and non-overlapping.

The supporting section is further claimed as having two portions; one is adhered to the “adhering surface” and the second portion is not.

The relevant elements include:

- a) protective sheet (“protects adhering surface”)
- b) supporting section (co-planar; non-overlapping with protective sheet)
  - i) first portion – adhered to adhering surface
  - ii) second portion – not adhered to adhering surface.



The Examiner asserts that, with respect to Ward, the dressing sheet is element 3 (backing film) and that it has an adhesive layer 4 (adhesive coating). The Examiner further asserts that the “carrier system” is provided by elements 5 (protector) and 11 (strip) and that claimed first portion is element 5 (protector) and the claimed section portion is element 11 (strip). While the Examiner repeats the claim language (including the term protective sheet), no such element is identified in the reference and none exists.

In practice, the claimed embodiment provides for a dressing wherein the protective sheet is removed exposing a portion of the adhesive. This leaves the complete supporting section in place and attached. The second portion of the supporting section acts as a handle. The portion of the adhesive exposed by removal of the protective sheet is attached to the desired area, e.g., adhered to the skin, by holding the “handle” and manipulating the dressing. Then, the supporting structure is completely removed, exposing the remainder of the adhesive on the dressing.

Returning to the specific claim language, the Examiner asserts that the combination of elements 5 and 11 form the “supporting section” but fails to describe how Ward could be said to include a protective sheet, as claimed. That is, the protective sheet must be coplanar with the supporting section, must not overlap the supporting section, and by definition, is provided to “protect the adhering surface.”

The only element in Ward that contacts the adhesive is element 5 (protector) and it covers the entirety of the adhesive; thus, this single element cannot simultaneously be the claimed protective sheet and the claimed first portion of the supporting section.

The Examiner states at paragraph 10 of the Office Action that “the area between the members (5 and 100) is a slit that can be a fold line and is the edge area along which the supporting section and the protective sheet are adjoined.”

This is inconsistent with the position taken in paragraph 9. Namely, the Examiner first asserts that elements 5 and 11 form the claimed “supporting section” (para. 9) and then states that 5 and 11 form the supporting section and protective sheet (para. 10). If either element (5, 11) is construed as the protective sheet, the other fails to be the supporting section because it cannot have both a section in contact with the adhesive and a section not in contact with the adhesive. Further, while element 5 does protect the adhesive layer 4, element 11 does not; hence element 11 cannot be construed as the protective sheet. In an effort to avoid any uncertainty, Applicant has amended claim 1 to more clearly specify the function of and disposition of the protective sheet; however, as this was inherent in the definition of the term the amendment should not be construed as narrowing.

In summary, Ward fails to teach at least one element of the claims and while the Examiner may arguably be able to interpret a given element in the reference as the “protective sheet” or as the “supporting section” there is no support for the reference providing both elements together as claimed.

This distinction is also unaccounted for with respect to claim 22. Finally, the remaining claims are allowable for the same or similar reasons and the additional references relied upon fail to address the deficiencies noted herein.

## **CONCLUSION**

Applicant respectfully asserts that the pending claims are in condition for allowance and notice of the same is respectfully requested. Should any issues remain outstanding, the Examiner is respectfully urged to telephone the undersigned. No additional fee are believed due at this time; however, the office is authorized to charge any fees actually due and credit any overpayment to deposit account 50-4439.

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Respectfully submitted,  
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